

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C.

In the Matter of)	
)	
Amendment of Section 73.202(b))	MM Docket No. 96-10
Table of Allotments)	RM-8738
FM Broadcast Stations)	RM-8799
(Farmersville, Blue Ridge,)	RM-8800
Bridgeport, Eastland,)	RM-8801
Flower Mound, Greenville,)	
Henderson, Jacksboro,)	
Mineola, Mt. Enterprise,)	
Sherman and Tatum, Texas;)	
and Ada, Ardmore and)	
Comanche, Oklahoma))	

TO: Chief, Allocations Branch
Policy and Rules Division
Mass Media Bureau

**JOINT SUPPLEMENT REGARDING
COMANCHE, OKLAHOMA AND HAROLD COCHRAN**

Hunt Broadcasting, Inc. ("Hunt") and Harold Cochran ("Cochran"), by their respective counsel, hereby submit this joint supplemental pleading with declarations in response to a request from the Commission staff. The Commission's staff has requested that the parties clarify certain provisions of the "Consent Agreement" whereby Cochran will be reimbursed for the costs of its channel change, transmitter site change and related expenses. The parties made reference to the agreement in the "Joint Counterproposal" of April 4, 1996 and filed the agreement in "Reply Comments" of April 22, 1996. Due to the fact that Cochran was granted an upgrade to Class C2 by rule making in 1989 but never implemented the upgrade, the Commission staff has asked for a clarification that the parties' agreement did not involve a payment

from Hunt to Cochran to have him forego the opportunity to file an application for the Class C2 facility. The staff also requests that the parties disclose the exact amount of reimbursement and how it is to be itemized.

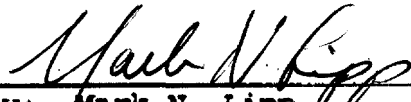
As indicated in previous pleadings, although Cochran did obtain a Class C2 allotment in 1989, he did not file an application to implement the upgrade. Cochran had been operating Station KDDQ with 3kW power and had gone silent in 1995. When Hunt informed Cochran that there was an opportunity to increase to 6kW power on a new channel at a new transmitter site and that the costs for doing so would be reimbursed, Cochran readily agreed to such changes. As stated in the "Consent Agreement" (a copy is attached) "the reimbursement costs related to KDDQ having to change frequency and transmitter site, including engineering and legal fees, necessary equipment purchases and promotional costs."

The parties never discussed and certainly did not intend to have any portion of the consideration applied to Cochran's willingness to forego filing an application for the Class C2 facility. The change from one Class A to another Class A would require a site change and the reimbursement payment was intended to compensate, to a large extent, for those costs. The Consent Agreement makes no reference to any payment for not filing a Class C2 application and the parties did not intend for the reimbursement to be applied in such manner. The parties have provided declarations attesting to that fact.

Accordingly, the parties state in their declarations that the "Consent Agreement" filed with the Commission and attached hereto does not contemplate any payment for having Cochran forego the filing of an application for a Class C2 facility. Furthermore, there is no other agreement between the parties contemplating any such payment. Should the Commission staff nevertheless request that the parties disclose the exact amount of the reimbursement payment, the parties are willing to do so in camera rather than by a public filing.

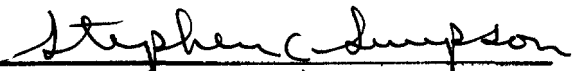
Respectfully submitted,

HUNT BROADCASTING COMPANY, INC.


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Its Counsel

HAROLD COCHRAN


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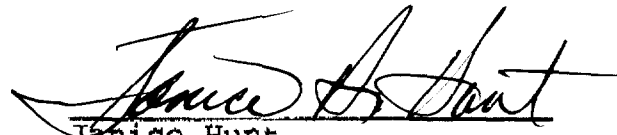
Its Counsel

August 5, 1997

DECLARATION

I, Janice Hunt, President of Hunt Broadcasting, Inc., hereby state that neither I nor any other principal of Hunt Broadcasting, Inc., has paid, agreed to pay or promised to pay Harold Cochran for his willingness to forego filing an application for a Class C2 facility at Comanche, Oklahoma. The agreement signed by Hunt Broadcasting, Inc. and Howard Cochran is to reimburse for the expenses related to the channel change and transmitter site relocation. There is no other agreement between Hunt Broadcasting, Inc. and Harold Cochran in which he would be paid for his willingness not to file a Class C2 application.

I hereby certify that the statements are true, complete and correct to the best of my knowledge and belief and are made in good faith.


Janice Hunt,
President
Hunt Broadcasting, Inc.

July 30, 1997

DECLARATION

I, Harold Cochran, licensee of Station KDDQ(FM), Comanche, Oklahoma, hereby state that neither Hunt Broadcasting, Inc. nor any other party has paid, agreed to pay or promised to pay any consideration for my willingness to forego the filing of an application for a Class C2 facility for Station KDDQ, Comanche, Oklahoma. My decision not to file for the Class C2 channel was made years ago prior to any discussions with Hunt. The matter of filing a Class C2 upgrade application was never discussed as part of the agreement for reimbursement. The reimbursement amount is intended to pay for the frequency change, transmitter site relocation and related expenses.

I hereby state that the above statements are true, complete and correct to the best of my knowledge and belief and are made in good faith.


Harold Cochran

July 30, 1997

G:\PH\002\001\Declar2

CONSENT AGREEMENT

This Agreement is made and entered into this 4th day of April, 1996, by and between Hunt Broadcasting, Inc., licensee of Station KIKM(FM), Sherman, Texas ("KIKM"), and Harold Cochran, licensee of Station KDDQ(FM), Comanche, Oklahoma ("KDDQ").

WHEREAS, KIKM and KDDQ intend to file a petition for rule making with the Federal Communications Commission ("FCC") to change the channels allotted for Stations KIKM and KDDQ; and

WHEREAS, KIKM intends to upgrade its class of channel from Channel 244 to Channel 244C at a specific transmitter site and community of license; and

WHEREAS, KDDQ was previously granted an upgrade to Channel 245C2 but never implemented the power increase and is currently operating as a Class A station on Channel 244A; and

WHEREAS, KDDQ intends to downgrade its channel from Channel 245C2 to Channel 246A and relocate its transmitter site if necessary; and

WHEREAS, the parties intend to file petitions and, if approved, applications to implement the rule making order which would serve the public interest by providing a first local service and better serve the public;

NOW THEREFORE, in consideration of the mutual agreement of the parties contained herein KIKM and KADA agree as follows:

1. KIKM will prepare the rule making proposal for submission to the FCC with written consent from KDDQ proposing the above-described changes for both stations.

2. In consideration for KDDQ's agreement to the requested changes, KIKM will pay, as reimbursement, to KDDQ the sum of _____ dollars (\$_____) within 30 days after a rule making order granting the request becomes final, i.e., no longer subject to administrative or judicial review under applicable law. The payment by KIKM will cover the reimbursable costs related to KDDQ having to change frequency, including engineering and legal fees, necessary equipment purchases and promotional costs.

3. Each party agrees that it will interpose no objection to the request of the other party to change channel, class and/or community of license consistent with the other party's proposal.

4. In the event that the FCC does not grant the requested changes by KIKM but does grant some lesser improvement which requires KDDQ to change channels, KIKM will have the option (a) to withdraw its rule making proposal and terminate this Agreement without liability to KDDQ or (b) to remain responsible for the

reasonable reimbursement of expenses incurred by KDDQ to implement the FCC order.

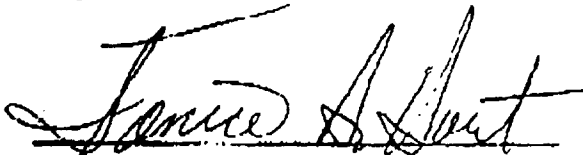
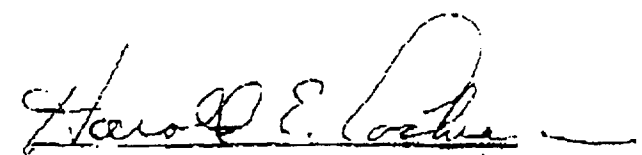
5. This Agreement is binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

6. This Agreement contains the entire agreement between the parties and may not be amended except by written amendment signed by both parties.

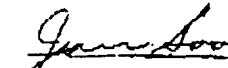
7. This Agreement shall be enforceable by specific performance.

8. This Agreement may be signed in counterparts.

WHEREFORE, the parties hereto have caused this Agreement to be signed and executed by their proper corporate officers.

My Commission Expires Jan. 20, 1997


(JEAN GOODWIN)

CERTIFICATE OF SERVICE

I, Lisa M. Balzer, a secretary in the law firm of Ginsburg, Feldman and Bress Chartered, do hereby certify that I have this 5th day of August, 1997, caused to be mailed by first class mail, postage prepaid, copies of the foregoing "JOINT SUPPLEMENT REGARDING COMANCHE, OKLAHOMA AND HAROLD COCHRAN" to the following:

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